

DECLASSIFIED AND RELEASED BY
CENTRAL INTELLIGENCE AGENCY
SOURCE METHOD EXEMPTION 3828
NAZI WAR CRIMES DISCLOSURE ACT
DATE 2006

TO: WHOM IT MAY CONCERN
FROM: ALEKS
DATE: 1 Mar 1962
SUBJECT: LEAVE BALANCE
REF.: MY LETTER to [] dated 13 May 1961.

1. My above-mentioned letter was based upon the recollections of talks which I had with the corresponding officers of the Agency when preparing to sign the contracts, some dating back more than for 10 years. Although I did read the texts of these contracts, I must admit that in most cases I did not pay much attention to the wording used in them, because I was always told orally about my duties and rights, these being in general those foreseen for all Government employees. This is the reason why I thought that I was entitled to 13 days of sick leave per year. Practically I had never bothered about it because I had not been seriously sick during the last 10 years, and when feeling tired or indisposed I took time off on the account of the compensatory time I had for my overtime work.

2. On one occasion, when I was asked to sign the contract effective of 10 Oct 1953, I did not sign. Instead of this I wrote a letter to [] wherein I stated my thoughts (letter dated 7 Mar 1954). Even on this occasion I did not mention anything about the "leave" although I was at this time aware of the normally granted rate of 13 days of sick leave per year for the people working for the Government on yearly or longer basis. My understanding was that the less than 13-day long leave mentioned in the contract was the annual leave, in addition to the normal sick leave regulated by general rules of Government employment. (This contract was not effected.)

3. I have re-read the contracts now. In view of the paragraphs about the "Unauthorized Commitments" in most of these contracts, according to which the promises (or explanations) not "expressly stipulated in writing" are of no value, and in view of the interpretation that the "leave" expressed in some contracts without specifications means annual and sick leaves both together, the balance of my leave takes quite a different picture if compared with this given in the reference. The new picture follows:

Contract date	Provisions concerning the leave /days/			Unused balance/hrs.	
	Sick	Annual	Unspecif.	Sick	Annual
05 Sep 1951	(No copy available)			.	0
05 Sep 1952	(Leave not mentioned)			.	0
24 Feb 1953	(As applicable to the Agency's Employees.)	(13)	?	104	0
24 Feb 1954	.	.	10	0	0
15 Oct 1955	.	.	15	0	0
01 Dec 1957	(As applicable to staff employees)	(13)	(20)		
	up to 1 Dec 1959	"	"	208	0
	+ up to 19 Oct 1960	"	"	96 *	64 **
	Balance on 19 Oct 1960:			408	64

* : figured out for 11.7 or 12 pay periods starting from 1 Dec 1959.

** : I have used all the "annual" leave due before 1960. I had 80 hrs of annual leave for 1960 before I joined this office on 19 Oct 1960.

Carry-over:

Unused balance
<u>Sick Annual /in hrs/</u>
408 64

4. Accrual and Use of Leaves since 19 Oct '60 up to 26 Feb 1962 amount to:
 accrued - 126 and 204 hours respectively;
 used - 104 and 245 " "
 Difference: + 22 and -41 hours " + 22 - 41

Tentative balance on 26 Feb 1962:

430	23 hours
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5. In Sep and Oct 1960, just before I joined this Office, I had with my old office 57 hours overtime work for which I was promised some compensatory time off. I was told that this will be reported to this Office.
 [] when visiting this Office in the beginning of December 1960, advised me that my old office has reported the above mentioned fact, and that he, [], has authorized the full amount of this compensatory time off. This is the reason why I have used more leave than I had accrued during my work with this Office, as shown above (point 4).
 To have the future reporting simplified, I suggest that the consolidated balance of my annual leave and compensatory time off: $57 + 23 = 80$ hours, be taken for the balance of my annual leave on 26 Feb 1962.

6. It is reasonable to think that no leave whatsoever was foreseen in the contract covering the first year of my work with the Agency and also in the second contract covering the remaining period of my work in the specific conditions of work in Germany. Therefore, the figures shown in my letter dated 13 June 1961 must be wrong.

7. It was and it still is my firm understanding, that the "leave" (10 days) mentioned in the contract of 24 Feb 1954, and that of 15 Oct 1955 (15 days), were both "annual" leave, in addition to the normal 13-day sick leaves. That this was also the understanding of the management at this time, can be seen from the fact that my co-workers and I received our annual leaves not according to the per-period accrual, but full annual leaves were often given in accordance with the unit's workschedule at any time during the second half of the contract year, leaving no portion unused for the possible future sick-days during the year. I did not use any sick leave during the period of 24 Feb 1954 to 1 Dec 1957. Therefore I think that I have for this period of time (48 pay periods) additional 384 hours of sick leave on my balance. The corrected balance of my sick leave on 26 Feb 1962 should be: 430 hours (as shown in point 4 above) + 384 hours = 814 hours.